



UGU DISTRICT MUNICIPALITY

PERFORMANCE AGREEMENT

Entered into by and between:

**UGU DISTRICT MUNICIPALITY
AS REPRESENTED BY THE MAYOR
CLLR SR NGCOBO**

AND

**THE EMPLOYEE OF THE MUNICIPALITY
DR EMS NTOMBELA
(ACTING MUNICIPAL MANAGER)**

FOR THE

FINANCIAL YEAR: 08 JULY 2021 - 30 JUNE 2022

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN

UGU District Municipality herein represented by **Cllr SR Ngcobo** in his capacity as the **Mayor (hereinafter referred to as the Employer)**

And

Dr EMS Ntombela, the Acting Municipal Manager of the UGU District Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

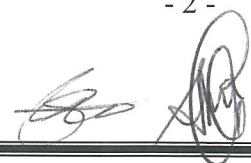
- 1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance Agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

- 2.1 Comply with the provisions of Section 57(1)(b),(4A) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or

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to assess whether the Employee has met the performance expectations applicable to his/her job;

- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. DELIVERY

- 3.1 This Agreement will commence on 08 July 2021 and will remain in force until 30 June 2022 where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out –
 - 4.1.1 The performance objectives and targets that must be met by the Employee; and
 - 4.1.2 The time frames within which those performance objectives and targets must be met.

- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult with the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 5.4 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas KPA's (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Competency Framework Structure (CFS) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

5.5.3 KPA's covering the main areas of work will account for 80% and CFS's will account for 20% of the final assessment.

5.6 The Employee's assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

No	Key Performance Area	Weight
1	Municipal Financial Viability and Management	16
2	Municipal Institutional Development and Transformation	18
3	Local Economic Development	7
4	Basic service delivery	16
5	Good Governance and Public Participation	35
6	Cross-cutting Interventions	8
Total		100%

5.7 The CFS's will make up the other 20% of the Employee's assessment score. CFC's that are deemed to be most critical for the Employee's specific job are reflected in the list below as agreed to between the Employer and Employee:

CCR No	Competency Framework Structure	Weight
Leadership and core Competencies		
1	Strategic Direction and leadership	10
2	People management	10
3	Programme and Project Management	10
4	Financial Management	15
5	Change Leadership	5
6	Government leadership	5
7	Moral competence	5
8	Planning and organising	5
9	Analysis And innovation	5
10	Knowledge and information management	10
11	Communication	10
12	Results and quality focus	10
Total (Cannot exceed 100%)		100%

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6. PERFORMANCE ASSESSMENTS

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out –
 - 6.1.1 The standards and procedures for evaluating the Employee's performance; and
 - 6.1.2 The intervals for the evaluation of the Employee's performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP).
- 6.5 The annual performance appraisal will involve:
 - 6.5.1 Assessment of the achievement of results as outlined in the performance plan:
 - 6.5.1.1 Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
 - 6.5.1.2 An indicative rating on the five-point scale should be provided for each KPA.
 - 6.5.1.3 The applicable assessment rating calculator (refer to paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.
 - 6.5.2 Assessment of the CFS's
 - 6.5.2.1. Each CFS should be assessed according to the extent to which the specified standards have been met.
 - 6.5.2.2. An indicative rating on the five-point scale should be provided for each CFS.

6.5.2.3. The applicable assessment rating calculator (refer to paragraph 7.5.1) must then be used to add the score and calculate a final CFS score.

6.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

6.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CFS's:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Superior	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods					
4	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses					
3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses					
2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention					
1	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention					

6.7 For purposes of evaluating the performance of the Employee, an evaluation panel constituted of the following persons will be established –

6.7.1 Mayor;

6.7.2 Chairperson of the Audit Committee in the absence of a performance audit committee;

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6.7.3 Member of the Executive committee or in respect of a plenary type municipality, another member of council; and

6.7.4 Municipal manager from another Municipality.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates with the understanding reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter	:	July – September 2021
Second quarter	:	October-December 2021
Third quarter	:	January-March 2022
Fourth quarter	:	April-June 2022

7.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.

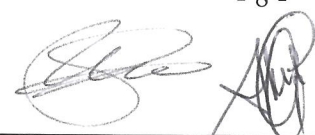
7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure A from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Pro Forma Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B. Such Plan may be implemented and/or amended after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.



9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall-

- 9.1.1 Create an enabling environment to facilitate effective performance by the employee;
- 9.1.2 Provide access to skills development and capacity building opportunities;
- 9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of this Agreement; and
- 9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others-
 - 10.1.1 A direct effect on the performance of any of the Employee's functions;
 - 10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
 - 10.1.3 A substantial financial effect on the Employer.
- 10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 11.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

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11.2 A performance bonus may be paid to the Employee in recognition of outstanding performance. Such bonus will be determined in terms of this agreement.

11.3 In the case of unacceptable performance, the Employer shall –

11.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

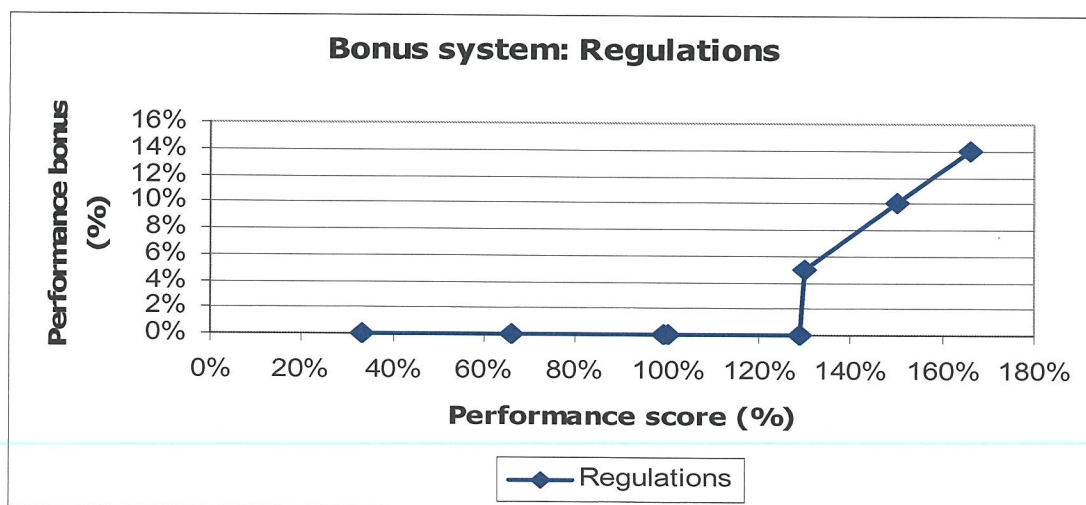
11.3.2 After appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

Performance Bonus criteria

The regulations provide that a performance bonus between 5% and 14% of the inclusive annual remuneration package may be paid to the employee after the end of the financial year and only after an evaluation of performance and approval of such evaluation by the Municipal Council, as a reward for excellent performance. In determining the bonus payment, the regulations specify that the relevant percentage depends on the overall rating, calculated by using the applicable assessment rating calculator:

1. A score of 130% - 149% is awarded a performance bonus ranging between 5%-9%.
2. A score of 150% and above is awarded a performance bonus ranging 10% - 14%.

The Performance Bonus shall be paid subject to attainment of the following Audit Opinions in the following years (1) 2021 – Unqualified (2) 2022 – Clean audit



12. DISPUTE RESOLUTION

- 12.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or any other matter provided for, shall be mediated by –

In the case of municipal manger, the MEC for local government in the province within (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and

Whose decision shall be final and binding to both parties.

- 12.2 Any dispute about the employees performance evaluation, must be mediated by-

In the case of the municipal manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and

Whose decision shall be final and binding to both parties

13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.

- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at PORT SHEPSTONE on this the 9th day of JULY 2021

AS WITNESSES:

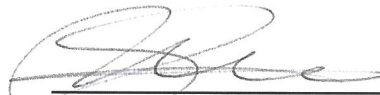
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2. 


**EMPLOYEE
ACTING MUNICIPAL MANAGER**

Thus done and signed at _____ on this the _____ day of
_____ 2021

AS WITNESSES:

1. _____


MAYOR

2. _____

Annexure B



PERSONAL DEVELOPMENT PLAN (PDP)

Entered into by and between

CLLR SR NGCOBO

[THE EMPLOYER]

and

DR EMS NTOMBELA

[THE EMPLOYEE]

PERIOD: 8 JULY 2021 - 30 JUNE 2022

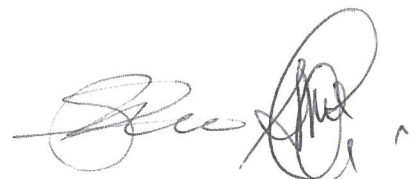
A handwritten signature in black ink, appearing to be 'CLLR SR NGCOBO'.

A handwritten signature in black ink, appearing to be 'DR EMS NTOMBELA'.

- 1.1.1 UGU District Municipality is committed to –
- (a) the continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and
 - (b) managing training and development within the ambit of relevant national policies and legislation.
- 1.1.2 The municipality shall follow an integrated approach to Human Resource Management, that is:
- (a) Human resource development forms an integral part of human resource planning and management.
 - (b) In order for training and development strategy and plans to be successful it shall be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals and career pathing.
 - (c) To ensure the necessary linkage with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such approach will also ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs can be identified through performance management and appraisal.
 - (d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Managers are attached and these shall be linked to relevant registered unit standards to specifically assist them in compiling Personal Development Plans in consultation with their managers.
 - (e) Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the municipality in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority.
- 1.1.3 The aim of the compilation of Personal Development Plans is to identify, prioritise and implement training needs.
- 1.1.4 Compiling the Personal Development Plan attached as Appendix.
- (a) Competency assessment instruments, which are dealt with more specifically in Appendix 1 and 2, shall be established to assist with the objective assessment of employees' actual competencies against their job specific competency profiles and managerial competencies at a given period in time with the purpose of identifying training needs or skills gaps.
 - (b) The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his / her employee, to compile a Personal Development Plan. The identified training needs shall be entered into column 1 of Appendix 1, entitled Skills / Performance Gap. The following shall be carefully determined during such a process:
 - (i) Organisational needs, which include the following:
 - o Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.

- The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job description shall be compared to the current competency profile of the employee to determine the individual's competency gaps.
 - Specific competency gaps as identified during the probation period and performance appraisal of the employee.
- (ii) Individual training needs that are job / career related.
- (c) Next, the prioritisation of the training needs shall be listed since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs shall be prioritized for purposes of accommodating critical / strategic training and development needs in the HR Plan, Personal Development Plans and the Workplace Skills Plan.
- (d) Consideration must then be given to the expected outcomes, to be listed in column 2 of Appendix 1, so that once the intervention is completed the impact it had can be measured against relevant output indicators.
- (d) An appropriate intervention shall be identified to address training needs / skills gaps and the outcome to be achieved but with due regard to cost effectiveness. These shall be listed in column 3 of Appendix 1, entitled: Suggested training and / or development activity in line with the National Qualifications Framework, which could enable the trainee to obtain recognition towards a qualification for training undertaken. It is important to determine through the Training / Human Resource Development / Skills Development Unit within the municipality whether unit standards have been developed and registered with the South African Qualifications Authority that are in line with the skills gap and expected outcomes identified. Unit standards usually have measurable assessment criteria to determine achieved competency.
- (e) Guidelines regarding the number of training days per employee and the nominations of employees: An employee shall on average receive at least five days of training per financial year and not unnecessarily be withdrawn from training interventions.
- (f) Column 4 of Appendix 1: The suggested mode of delivery refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training / development activity shall impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [The official takes it upon him / her to read e.g. legislation]; internal or external training provision; coaching and / or mentoring and exchange programmes, etc.
- (g) The suggested time frames (column 5 of Appendix 1) enable managers to effectively plan for the annum e.g. so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically.
- (h) Work opportunity created to practice skill / development areas, in column 6 of Appendix 1, further ensures internalisation of information gained as well as return on investment (not just a nice to have skill but a necessary to have skill that is used in the workplace).

- (i) The final column, column 7 of Appendix 1, provides the employee with a support person that could act as coach or mentor with regard to the area of learning.

A handwritten signature in black ink, consisting of a stylized first name followed by a last name, with a small mark to the right.



Personal Development Plan of: DR EMS NTOMBELA

Appendix 1

Compiled on (Date): 08 July 2021

1. Skills / Performance Gap (in order of priority)	2. Outcomes Expected (measurable indicators: quantity, quality and time frames)	3. Suggested training and / or development activity	4. Suggested mode of delivery	5. Suggested Time Frames	6. Work opportunity created to practice skill / development area	7. Support Person

Acting Municipal Manager _____

Mayor: _____





PERFORMANCE PLAN

Entered into by and between

UGU DISTRICT MUNICIPALITY

AS REPRESENTED BY THE MAYOR

CLLR SR NGCOBO

AND

DR EMS NTOMBELA

THE EMPLOYEE OF THE MUNICIPALITY
ACTING MUNICIPAL MANAGER

PERIOD: 01 JULY 2021 – 30 JUNE 2022

1. PURPOSE

The performance plan defines the Council's expectations of the Acting Municipal Manager's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

2. KEY RESPONSIBILITIES

The following objectives of local government will inform the **Acting Municipal Manager's** performance against set performance indicators:

- 2.1 Basic Service Delivery
- 2.2 Municipal Institutional Development and Transformation
- 2.3 Local Economic Development
- 2.4 Municipal Financial Viability and Management
- 2.5 Good Governance and Public Participation
- 2.6 Cross-cutting Interventions

3. KEY PERFORMANCE AREAS

The following Key Performance Areas (KPA's) as set in consultation with the employee inform the strategic objectives listed in the table below:

No	Key Performance Area	Weighting	Competency Framework Structure	Weighting
1	Municipal Financial Viability and Management	16	Strategic Direction and leadership	10
2	Municipal Institutional Development and Transformation	18	People management	10
3	Local Economic Development	7	Programme and Project Management	10
4	Basic service delivery	16	Financial Management	15
5	Good Governance and Public Participation	35	Change Leadership	5
6	Cross-cutting Interventions	8	Government leadership	5
			Moral competence	5
			Planning and organising	5
			Analysis And innovation	5
			Knowledge and information management	10
			Communication	10
			Results and quality focus	10
		100%		100%


4. KEY PERFORMANCE INDICATORS

The following Key Performance Indicators (KPI's) provide the details of the evidence that must be provided to show that a key objective has been obtained. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

Please refer to the attached performance plan on excel spreadsheet





Signed and accepted by the Employee (Acting Municipal Manager)



Date: 09/07/2021

Signed by the Mayor on behalf of the Municipality



Date: 12/07/2021